

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

**GUIDEONE MUTUAL COMPANY,
GUIDEONE SPECIALTY MUTUAL
COMPANY, and GUIDEONE
ELITE INSURANCE COMPANY,**

Plaintiffs,

v.

**KATHLEEN HOPKINS and
APRIL HOLTON,**

Defendants.

CIVIL ACTION NO.: CV-05-1070-F

ORDER

This matter, having come before this Court on the Joint Motion of Plaintiffs GuideOne Mutual Company, GuideOne Specialty Mutual Company, and GuideOne Elite Insurance Company (hereinafter, collectively, “GuideOne” or the “Company”) and Defendants Kathleen Hopkins and April Holton, and after due consideration, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

1. Defendant Kathleen Hopkins is prohibited and enjoined for a period of one year from the date of the termination of her GuideOne Agent Contract, i.e., October 31, 2005, either directly or indirectly, for herself or on behalf of, or in conjunction with, any other person(s), company, partnership, corporation or business of whatever nature, from engaging in the business of selling property, casualty and life insurance within a 25 mile radius of the city limits of her former Montgomery, Alabama GuideOne office.

2. Defendant Kathleen Hopkins is further prohibited and enjoined for a period of one year from the date of the termination of her GuideOne Agent Contract, i.e., October 31, 2005,

either directly or indirectly, for herself or on behalf of, or in conjunction with, any other person(s), company, partnership, corporation or business of whatever nature, (1) from inducing or advising any policyholder of GuideOne to lapse, surrender or cancel any coverage GuideOne, or (2) soliciting any such policyholder to purchase or accept any offer of such policyholder to purchase any insurance coverages of the type sold by GuideOne. This prohibition includes any contact that is initiated by GuideOne customers.

3. This Court further orders Defendants to destroy all copies of all versions of confidential and/or proprietary GuideOne documents, materials and programs (whether hard copies and/or electronically stored documents) within their possession or otherwise under their control, including, without limitation, the following materials:

- GuideOne policyholder files or policyholder files of any GuideOne captive company;
- GuideOne signs, brochures, underwriting and rating manuals or guidelines, policy procedural manuals, applications, policy forms; and
- Any software or any other confidential information, trade secrets or property provided by GuideOne to Defendant Kathleen Hopkins other than the office furniture identified in the parties' Settlement Agreement.

4. Defendant Hopkins is further permanently prohibited and enjoined from disclosing any of GuideOne's confidential information, proprietary information or trade secrets, to any third party, person, firm, partnership, corporation or business for any reason or purpose whatsoever, including without limitation, the materials identified in Paragraph 3 above.

5. Defendant Hopkins is further permanently prohibited and enjoined from using the GuideOne business telephone and facsimile numbers formerly used by her to facilitate business on behalf of GuideOne, to wit: (334) 272-0957 and (334) 271-5873.

6. This Court shall retain jurisdiction of this matter for the purpose of enforcing this Order and for enforcing, and determining any liability with regard to, any other provisions of the Settlement Agreement attached hereto and incorporated by reference herein.

U.S. District Judge

cc: Christopher W. Weller, Esq.
Allen L. Jackson, Esq.